

STATE OF SOUTH CAROLINA

South Carolina Electric & Gas Company Request for
Approval of Second Amendment to Contract for Electric
Service with Parkdale America, LLC

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER:

2005 336.E
2010 - - E

(Please type or print)

Submitted by: Matthew W. Gissendanner

SC Bar Number: 76027

Address: SCANA Corp.

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Other:

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

| INDUSTRY (Check one) | NATURE OF ACTION (Check all that apply) | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Electric | <input type="checkbox"/> Affidavit | <input checked="" type="checkbox"/> Letter | <input checked="" type="checkbox"/> Request |
| <input type="checkbox"/> Electric/Gas | <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Electric/Telecommunications | <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Electric/Water | <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input type="checkbox"/> Electric/Water/Telecom. | <input type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Electric/Water/Sewer | <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Water | <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Water/Sewer | <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Administrative Matter | <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| | <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |



Matthew W. Gissendanner
Senior Counsel

matthew.gissendanner@scana.com

July 2, 2010

VIA HAND DELIVERY

The Honorable Jocelyn G. Boyd
Interim Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive (29210)
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: South Carolina Electric & Gas Company
Request for Approval of Second Amendment to Contract for Electric Service with
Parkdale America, LLC

Dear Ms. Boyd:

Pursuant to 26 S.C. Code Ann. Regs. 103-303, South Carolina Electric & Gas Company ("SCE&G" or "Company") hereby files and seeks approval of a Second Amendment ("Second Amendment") to the Contract for Electric Service ("Contract") between SCE&G and Parkdale America, LLC ("Parkdale"), with such approval to be made effective as of May 10, 2010, the effective date of the Second Amendment. The Public Service Commission of South Carolina ("Commission") approved the original Contract between the Company and Parkdale on October 28, 2005. See Order No. 2005-629, Docket No. 2005-336-E.

The Second Amendment is related to Parkdale's recent decision to expand its textile plant in Edgefield County by adding new equipment to increase capacity. It is SCE&G's understanding that Parkdale will invest \$3 million in the expansion and expects to create 16 new jobs.

Due to the commercial sensitivity and proprietary nature of certain provisions of this Second Amendment as well as the highly competitive nature of the industry in which Parkdale operates, the Company and Parkdale respectfully request that the Commission find that the Second Amendment contains protected information and issue a protective order barring the disclosure of this agreement under the Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 *et seq.*, 26 S.C. Code Ann. Regs. 103-804(S)(1), or any other provision of law. Pursuant to S.C. Code Ann. Regs. 103-804(S)(2), the determination of whether a document may be exempt from disclosure is within the Commission's discretion.

(Continued . . .)

The Honorable Jocelyn G. Boyd

July 2, 2010

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To this end, and in accordance with Commission Order No. 2005-226, dated May 6, 2005, in Docket No. 2005-83-A, we enclose with this letter a redacted version of the Second Amendment that protects from disclosure the sensitive, proprietary and commercially valuable information, while making available for public viewing non-protected information. We also enclose a copy of the unredacted Second Amendment in a separate, sealed envelope and respectfully request that, in the event that anyone should seek disclosure of this unredacted Second Amendment, the Commission notify SCE&G of such request and provide it with an opportunity to obtain an order from this Commission or a court of competent jurisdiction protecting the Second Amendment from disclosure.

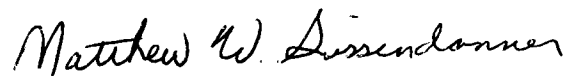
Enclosed are the following:

- (1) A true and correct copy of the original Second Amendment in a sealed envelope marked "CONFIDENTIAL." Each page of the Second Amendment is also marked "CONFIDENTIAL."
- (2) Ten copies of a redacted copy of the Second Amendment for filing and public disclosure.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff ("ORS") with a redacted copy of the Second Amendment for its records. Additionally, SCE&G will make the original, unredacted copy of the Second Amendment available to ORS for its review.

Thank you for your assistance and consideration of this matter. If you have any questions, please do not hesitate to contact us at your convenience.

Very truly yours,



Matthew W. Gissendanner

MWG/mcs
Enclosure

cc: Jeffrey M. Nelson, Esquire
(via hand delivery)



SECOND AMENDMENT TO
CONTRACT FOR ELECTRIC SERVICE
(CONTRACT # E1105044)

ORIGINAL

This original
to be returned
to SCE&G Company

This Second Amendment to Contract for Electric Service ("Second Amendment") is made and entered into effective May 10, 2010 ("Effective Date") by and between South Carolina Electric & Gas Company ("Company" or "SCE&G") and Parkdale America, LLC ("Customer").

RECITALS

WHEREAS, SCE&G and Customer are parties to a Contract for Electric Service (No. E1105044) dated June 7, 2005 (the "Original Contract"), as amended on August 29, 2005 (collectively, the "Contract"); and

WHEREAS, Company and Customer now desire to amend said Contract in certain particulars.

NOW, therefore, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

1. The Special Conditions as delineated in the Original Contract will be eliminated in their entirety and replaced with the following:

SPECIAL CONDITIONS

Customer will be billed for all service, with the exception of the Expansion Load as described below, in accordance with Company's Industrial Power Service Rate 23 (IPS) and Company's Interruptible Service Rider to Rates 23 and 24, in effect at the time of billing.

Contract Rate

Beginning with the Customer's bill issued during the month of June 2010 and extending for a period of five (5) years, the Customer's Expansion Load will be billed according to a Contract Rate, consisting of:

1) a Demand Charge; 2) an Interruptible Credit; and, 3) an Economic Development Credit, as follows:

- 1) **Demand Charge**: The Customer's Demand Charge shall be determined by applying the Demand Charge per KW for the "Excess over 1,000 kW of Billing Demand" in the Company's IPS Rate 23, in effect at the time of billing, to the Billing Demand kW as determined by the Company.
- 2) **Interruptible Credit**: The Customer's Interruptible Credit shall be determined by applying the Interruptible Demand Credit-per kW for Option C in the Company's Interruptible Service Rider to Rates 23 and 24, in effect at the time of billing, to the Interruptible Demand kW as determined by the Company.

| | |
|-------|------------|
| CLP # | E1105044 ✓ |
| RCVD | |

- 3) **Economic Development Credit:** The Customer's Economic Development Credit shall be determined by multiplying the Economic Development Credit percentages listed below times the net of the Demand Charge and the Interruptible Credit described above to the Expansion Load described below.

At the conclusion of five years of service under this Amendment, billing for all service under this Contract shall be in accordance with the Company's Industrial Power Service Rate 23, in effect at the time of billing, and Interruptible Service Rider to Rates 23 and 24, in effect at the time of billing.

Interruptible Service Rider: Customer will continue to take service under SCE&G's Interruptible Service Rider for a portion of its load.

Customer may terminate the Interruptible Service Rider by giving thirty (30) days prior written notice to Company at the following address: South Carolina Electric & Gas Company, MC-B102, 220 Operation Way, Cayce, SC 29033.

Customer's Firm Demand Level (FDL) of _____ is the maximum demand Customer can use during a curtailment. The Customer, at its option, may increase the FDL to compensate for load growth by giving thirty (30) days prior written notice to Company.

For billing purposes, maximum interruptible demand shall be limited to _____ ("Maximum Interruptible Amount"). All kW in excess of this maximum interruptible amount that is used by and billed to Customer will not receive the Interruptible Demand Credit. Customer selects Option C for the interruptible demand credit. The interruptible demand credit for this option is \$4.50 per kW with Maximum Annual Curtailment Hours not to exceed 300 per contract year.

2010 Expansion Load: Beginning with the bill issued to Customer in June 2010, the Expansion Load will be determined as the amount by which the actual monthly peak demand exceeds the appropriate monthly 2009 Peak Demand levels as indicated below:

Beginning Year 6 (after expiration of this Amendment) going forward, the Customer will be billed according to Industrial Power Service Rate 23 and Company's Interruptible Service Rider to Rates 23 and 24, in effect at the time of billing or its equivalent successor rate."

2. The terms and billing under this Second Amendment shall become effective with the June 2010 bill.

3. Except as noted herein, all other provisions of the Contract shall remain in full force and effect. No other provisions of the Contract are altered by this Amendment.

In Witness Whereof, the parties hereto have caused these presents to be duly executed this 10 day of May, 2010.

Parkdale America, LLC

By: _____

Its: Executive V.P.

South Carolina Electric & Gas Company

By: _____

William G. Watkins

Its: Manager-Large Customer Accounts
and Services